Invitation to Bid
ITB # 2020-009

Crop Share Harvest of Standing Prairie, Orchard, & Bromegrass Hay
At Chichaqua Bottoms Greenbelt

Prepared by
Polk County Conservation
12130 NW 128th Street
Granger, Iowa 50109
515.323.5300
www.leadingyououtdoors.org
POLK COUNTY CONSERVATION BOARD

ITB #

Crop Share Harvest of Standing Prairie, Orchard, & Bromegrass Hay
At Chichaqua Bottoms Greenbelt

1.1 Purpose
A. The purpose of this request is to secure bids for harvesting (cut, round bale, and delivery) standing prairie, orchard, and bromegrass hay at Chichaqua Bottoms Greenbelt for the 2020 crop year for Jester Park Equestrian Center in a crop-share arrangement.

Jester Park Equestrian Center
11171 NW 103rd Court
Granger, Iowa 50109-9708

B. This Invitation to Bid (ITB) provides detailed instructions for bidders interested in supplying the requirements of this bid. It contains the specifications for the services to be provided and the terms and conditions thereof.

1.2 Inquiries
A. Inquiries concerning detailed specifications of this ITB and should be directed to:
Liz Beatty, JPEC Barn Supervisor
11171 NW 103rd Ct.
Granger, IA 50109
515-999-2818 ext. 209
elizabeth.beatty@polkcountyiowa.gov

Requests for site visits should be directed to:

Doug Sheeley, Natural Resources Manager
Polk County Conservation
515-490-5152
doug.sheeley@polkcountyiowa.gov

B. Any changes made in the original Bid Packet will only be made by Addendum issued by PCCB.
C. In all cases, no verbal communications shall override written communications or the contents of this ITB.

1.3 Receiving of Bids
A. Bids will be received until 3:00:00 p.m., Friday, June 5th, 2020. Bids received after 3:00:00 p.m. on said date will not be considered and will be returned unopened to the bidder.
B. To help you prepare your bid, an on-site visits are strongly encouraged to any or all areas. Site visits may be arranged during regular business hours,
Monday-Friday, 8:00 a.m. – 4:30 p.m. by contacting those people listed in Section 1.2(A).

C. Bids are to be submitted to:

Natalie Mcfarlane, Senior Accountant
Polk County Conservation Board
12130 NW 128th Street
Granger, Iowa 50109-9675
natalie.mcfarlane@polkcountyiowa.gov

1.4 Filing of Bids
A. Bids shall be filed in duplicate on the proposal form furnished with this bid packet. Bid proposal forms must be complete, signed, and dated.
B. The bid and any clarification to the bid shall be signed by an officer of the offering firm or a designated agent empowered to bind the firm in contract.
C. The signed bid proposal form and the Invitation to Bid will constitute an agreement between the successful bidder and the Polk County Conservation Board to perform said services as listed in the Invitation to Bid.

1.5 Insurance
The successful bidder shall secure and maintain throughout the duration of this contract insurance of such types and not less than the amounts specified in Attachment A, Insurance and Certificate Requirements. All policies shall be in the amounts, form and companies satisfactory to the Polk County Conservation Board. All certificates of insurance shall be delivered to the Polk County Conservation Administration Office prior to commencement of any services/operations relating to this contract.

The Contractor will be required to show proof of a bond covering all company employees who enter the buildings for theft, disappearance, or destruction of property (owned by the Polk County Conservation Board, or in its care, custody and control) on the premises where the contract will be providing services.

1.6 Official Clock
The official clock is the clock located in the receptionist’s area of the Polk County Conservation Administration Office at Jester Park Nature Center, Granger, Iowa.

1.7 Delay in Receipt of Bid
The Polk County Conservation Board accepts no responsibility for delays in the receipt of your bid due to mail delivery, messenger services, or any other method of delivery. The responsibility for timely bid delivery rests with the Bidder.

1.8 Bid Opening
Staff will open and review bids, and present the information to the PCCB for bid award.

1.9 Bid Award
Staff will present a bid recap to the Polk County Conservation Board at their regular meeting on June 10th, 2020, 5:30 p.m., at which time the bid will be awarded to the successful bidder.

1.10 Rejection of Bids
The PCCB reserves the right to reject any or all bids in whole or in part, to waive irregularities and to accept proposals which appear to be in the best interest of the PCCB.

1.11 Reporting of Anti-Competitive Practices
When for any reason collusion or other anti-competitive practices are suspected among any bidders or offerers, the Administrative Supervisor shall prepare a notice of the relevant facts which shall be transmitted to the Director for review and possible involvement of the office of the Polk County Attorney.

1.12 Polk County Conservation Board Statement
The PCCB may show preference in purchasing goods and services from vendors who produce goods or maintain an office in Iowa. Preference may also be given to goods produced in Polk County or to vendors maintaining an office in Polk County. Further, the PCCB may actively solicit and seek out local vendors of goods and services and to encourage said vendors to stock and supply Iowa-made products.

1.13 Conflicts Between Terms
The PCCB reserves the right to accept or reject any exception taken by the offerer to the terms and conditions of this Invitation to Bid.

1.14 Project Dates
The following dates represent the proposed project schedule. If it becomes necessary to change the schedule, all known bidders will be notified.

1. Due Date for Bids: Friday, June 5th, 2020, 3:00:00 p.m.
2. Award Date: June 10th, 2020
3. Start Date: First cutting no sooner than July 15th, 2020
4. Completion Date of 1st Cutting: No later than August 15th, 2020

1.15 Scope of Service
The awarded bid shall include all of the following services:

1. Mowing and raking of 67 acres of hay grounds for crop share with JPEC.
2. Round baling of the 67 acres. Bales are required to weigh over 1,000 lbs. and should be between 4.5 and 5.5 ft. in diameter.
3. Delivery of JPEC’s share of round bales to the storage facility at JPEC.

1.15.1 The Parties Agree That

1. Harvested hay will be removed from each Unit within fourteen days (14) of cutting/baling.
2. Moisture content at baling must be between 10 and 15%.
3. Prior to baling, the Equestrian Center should be contacted to perform moisture testing by contacting those people listed in Section 1.2(A).
4. Any mowed hay that is rained on post cutting will be allowed to dry for a minimum 4 days before baling to prevent molding.
5. Once the hay is baled, it cannot be rained on. In the case of a rainfall event prior to baling, post cutting, the Equestrian Center should be notified by contacting those people listed in Section 1.2(A) to perform moisture testing.
6. The Equestrian Center reserves the right to select bales at random and test the moisture at in the field prior to delivery. All bales must
have a moisture content of 20% or lower to meet safety and quality standards as horse hay.

7. The Equestrian Center reserves the right to deny the baling of mowed hay if it does not meet the moisture level requirements required for safe horse quality hay. In the event that the moisture level is too high to bale, the Equestrian Center will continue to perform tests 2 times daily until the adequate moisture level is confirmed.

8. If for any reason the baled hay crop does not meet the moisture test standards post baling of 20% or less or has been rained on post baling, the contractor will be required to purchase the hay from PCC for $50.00 per bale.

1.15.2 Hay Ground Area
A. Three (3) units totaling approximately 67 acres have been designated for harvesting, round baling, and delivery for Jester Park Equestrian Center usage; Unit 1 = 29.0 approximate acres; Unit 2 = 22.5 approximate acres; and Unit 3 = 15.5 approximate acres (see attached map).
B. The cutting shall be 6”-8” in height, minimum of 6”
C. All areas, shown on accompanying maps, located within the bid units shall be mown. Excessively wet areas or areas with large woody vegetation may be exempted by the area manager but it is the intent of the PCC to control vegetation growth through the haying process. The cost of this mowing shall be part of the haying contract and reflected in the bid price for individual units.
D. The county will not assume liability for injury to members of the public caused by any acts or omission of the Bidder.
E. The terms of this agreement may only be amended by mutual agreement of the parties, which must be in writing, signed by both parties and attached to this agreement.
F. The use of the land by the Bidder is limited to harvesting hay only and the storage of equipment and produce on said land is prohibited after the crop has been harvested and removed from site.
G. Field visits may be arranged by contacting Doug Sheeley at Chichaqua.

1.15.3 Field Access
All accesses to fields are at least 20 feet wide. Tractor/trailer access may be limited on some fields due to environmental conditions. Polk County Conservation employees may restrict access for some equipment due to wet field conditions.

1.15.4 Delivery
All bales will be delivered to:

Jester Park Equestrian Center
11171 NW 103rd Court
Granger, Iowa 50109-9708

Delivery can be made 7 days a week by contacting the Equestrian Center staff listed in Section 1.2(A).

Bales that have been rained on prior to delivery but post baling will not be accepted.

1.15.5 Exemptions
No Exemptions will be granted for the terms of this contract.

1.15.6 **Length of Contract**
Shall be for a minimum of one (1) and up to three (3) cuttings on cool-season sites during the summer/fall of the 2020 calendar year.

1.15.7 **Payment**
A. Payment will be made in units of measure as listed in the bid tabulation sheet.
B. Payment will be made by the Polk County Conservation Board.
C. Payment will be made at the completion of each harvest after delivery to the Equestrian Center for each cutting.

The logistics of the project and proposed scheduling around JPEC operations will be discussed with the awarded bidder prior to the start date. The winning bidder is required to attend a mandatory meeting prior to starting work. This can be arranged by contacting the Equestrian Center staff listed in Section 1.2(A).
INSURANCE AND CERTIFICATE REQUIREMENTS

REQUIREMENTS.
The contractor shall secure and maintain throughout the duration of this contract, insurance of such types and not less than the amounts specified herein. The Contracting Authority (POLK COUNTY CONSERVATION BOARD) shall be named as “Additional Insured,” using the following language: “POLK COUNTY CONSERVATION BOARD, POLK COUNTY GOVERNMENT, its Elected Officials, Employees, Agents, and Assigns.”

Insurance coverage will be considered acceptable when provided in one of the following methods:

The Contractor shall furnish the Contracting Authority with a proper Certificate of Insurance or affidavits executed by representatives of duly qualified insurance companies, doing business in IOWA for approval by the Contracting Authority.

The Certificate shall identify the following: the insurance company firm name and address; contractor firm name and address; insurance policy(s) number(s); policy period; type of policy and coverage; limits of coverage; description of operations covered; certificate holder/"Additional Insured"; and cancellation clause.

All certificates submitted for the purpose of complying with these specifications shall identify as the “Named Insured” the Contractor; and the Contracting Authority, its agents and representatives, as “Additional Insured’s.”

This requirement shall apply with equal force, whether the work is performed by (1) persons employed directly by the Contractor, (2) by a subcontractor, or (3) by an independent contractor.

Regardless of such approval by the Contracting Authority, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times, and failure to do so shall not relieve the Contractor of any contractual obligation or responsibility. Failure on the part of the Contractor to maintain this insurance in full effect will be treated as such by the Contracting Authority. Failure on the part of the Contractor to comply with the requirements of this article will be considered sufficient cause to suspend the work, withhold payment(s), and/or be disqualified from receiving further contract awards.

Insurance policies filed with the Contracting Authority shall state that thirty (30) calendar days prior written notice will be given to the Contracting Authority before any policy covered thereby is changed or canceled.

Evidence of insurance coverage as identified and stipulated by these specifications shall be approved by the Contracting Authority prior to any work being performed by the Contractor, subcontractor(s), or agents of the Contractor.

TYPES OF INSURANCE

A. **Workers’ Compensation and Employers’ Liability.** This insurance shall protect the Contractor against all claims under Iowa Workers’ Compensation Law. The Contractor shall also be protected against claims for injury, disease, or death, or employees which for any reason, may not fall within the provisions of the Workers’ Compensation Law. The insurance requirements shall not be less than the following:
1. Workers' Compensation – Statutory
2. Employers' Liability
   a. $500,000 Per Accident
   b. $500,000 Disease, Policy Limit
   c. $500,000 Disease, Each Employee

B. **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Contracting Authority against all claims arising from injuries to any person or damage to property of others arising out of any negligence of the Contractor.

The Contractor shall provide and maintain insurance coverage to protect the Contracting Authority against any and all claims for damages for personal injury, including accidental death, as well as from claims under this contract, whether such operations be performed by the Contractor or any subcontractors, or by one directly or indirectly employed by the Contractor or any subcontractors.

The liability limits shall not be less than the following:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products-Completed Operations Aggregate</td>
<td>2,000,000</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Fire Damage (Any one Fire)</td>
<td>100,000</td>
</tr>
<tr>
<td>Medical Expenses (Any One Person)</td>
<td>5,000</td>
</tr>
</tbody>
</table>

C. **Automobile Liability.** This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for the operation of motor vehicles, whether they are owned, non-owned, or hired, by or on behalf of the Contractor. The liability limits shall not be less than the following:

$1,000,000 CSL (Combined Single Limit) per accident

D. **Excess Liability Umbrella.** The Contractor shall procure and maintain, during the life of this contract $2,000,000 Excess Liability Coverage (Umbrella). This coverage is over and above the underlying coverage of $1,000,000/$2,000,000 the General Liability and Automobile & Employers Liability.

E. **Bond.** The Contractor will be required to show proof of a bond at a minimum of $100,000 covering all company employees who enter the buildings for theft, disappearance, or destruction of property (owned by the Polk County Conservation Board, or in its care, custody and control) on the premises where the contract will be providing services.

Evidence of the bond (in force and effect) must be submitted with the Insurance Certificate before services begin.

**MISCELLANEOUS.**

A. **Cost of Insurance.** The Contracting Authority shall make no direct payments to the Contractor for any costs associated with securing, maintaining, and/or providing the insurance coverage required by the Contract Department. All costs of such coverage shall be included in the prices bid and no additional payments for such costs shall be made.
B. **Personal Liability of Public Officials.** In carrying out any of the provisions of the contract, or in exercising any power or authority granted to any agent or representative of the Polk County Conservation Board thereby, there shall be no liability upon such agent or representative, including the engineer or authorized assistants, either personally or as an official of the County Board, it being understood that in such matters they act as the agent and representative of the Polk County Conservation Board.

C. **Non-Waiver of Legal Rights.** The Contracting Authority shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment thereof, from showing the true amount and character of the work performed and the materials furnished by the Contractor, or from showing that such measurement, estimate, or certificate is untrue or incorrectly made or that the work or materials do not in fact conform to the contract.

The Contracting Authority shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and Surety such damages as it may sustain by reason of failure to comply with the terms of the contract. Neither the acceptance by the Contracting Authority, nor any representative(s), nor payment for acceptance of the whole or any part of the work, nor any extent of time, nor any possession taken place by the Contracting Authority shall operate as a waiver of any portion of the contract, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

D. **Litigation for Claims and Save Harmless Clause.** The Contractor shall indemnify and hold harmless the Contracting Authority, Polk County Government, Board of Supervisors, Elected Officials, Employees, Agents, and Assigns from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person(s), or property because of any act, omission, or neglect in safeguarding or performing the work, or through use of unacceptable materials in constructing the work.

The Contractor shall also hold the Contracting Authority, Polk County Government, Board of Supervisors, Elected Officials, Employees, and their Assigns harmless from all claims for damages arising from any neglect, default, or mismanagement or omission of the Contractor, any subcontractor(s), agent, or employee in the performance of any duties imposed by this contract, or by law. If any litigation on account of such claims shall be commenced against the Contracting Authority, Polk County Government, Board of Supervisors, Elected Officials, Employees, Agents, or Assigns, the Contractor, upon notice thereof from the Contracting Authority, shall defend the same at their cost and expense; and the record of any judgment rendered against the Contracting Authority, Polk County Government, Board of Supervisors, Elected Officials, Employees, Agents, or Assigns to recover the full amount thereof, with interest and costs, and attorney's fees incurred by said Contracting Authority. The right of action therefore shall accrue to the Contracting Authority as soon as judgment shall have been rendered, whether the Contracting Authority shall have paid the amount or not.

**THE CONTRACTOR IS REQUIRED TO BE IN ACCORDANCE WITH ALL O.S.H.A. SAFETY GUIDELINES AND REGULATIONS AT ALL TIMES DURING THE CONTACT PERIOD.**
REQUIREMENTS.

Certificates of Insurance are required on every contract to show proof of adequate insurance. A Certificate shall be submitted with each set of contract documents to the Risk Manager for review. Contract documents will not be submitted to the Polk County Conservation Board for execution until the Certificate of Insurance is correct and has received staff approval. The Certificate(s) must specifically identify the project (No yearly or all – project certificates will be accepted), and show POLK COUNTY CONSERVATION BOARD, POLK COUNTY GOVERNMENT, its Elected Officials, Employees, Agents, and Assigns, as “Additional Insured.”

The following statements are requirements and should aid in the preparation of an acceptable certificate.

1. The name of the producer with complete address, zip code, and telephone number.

2. The Name of the Insured with complete address, zip code, and telephone number.

3. The issue date must be complete.

4. The insurance companies affording coverage must be named and approved by the Insurance Commission of the State of Iowa. The Company letters (4a) must be placed along the corresponding insurance coverages (4b).

5. All Certificates shall state that XCU Coverage is included. (If applicable) The limits listed below are minimum acceptable limits. The Insurance Agent should review the Contract Special Provisions for each project, and verify with POLK COUNTY RISK MANAGEMENT that the insurance requirements have not been changed, as limits may vary from project to project.

6. General Liability:
   - General Aggregate $2,000,000
   - Product Completed Operations Aggregate $2,000,000
   - Personal & Advertising Injury $1,000,000
   - Each Occurrence $1,000,000
   - Fire Damage (Any one fire) $100,000
   - Medical Expense (Any one person) $5,000

7. Automobile Liability: $1,000,000
   - Each Accident Combined Single Limit

8. Workers’ Compensation:
   - Statutory Benefits
   - Employers’ Liability (Coverage B) $500,000

9. Excess Liability Umbrella $2,000,000

10. Policy numbers for all policies must be included

11. Policy effective dates for all policies must be included
12. Policy expiration dates must be included.

13. Description of Operations: The Project Name and Work Order Number must be shown. All contracts require "POLK COUNTY CONSERVATION BOARD, POLK COUNTY GOVERNMENT, its Elected Officials, Employees, Agents, and Assigns" to be additionally insured.

14. POLK COUNTY CONSERVATION BOARD must clearly and explicitly be shown the Certificate Holder.

15. The Cancellation Clause must read exactly as follows:

   “Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left.”

16. All certificates of insurance must be signed by an authorized representative.

17. In order to preserve the governmental immunities available as defenses to contractor (or Licensor) and its officials and employees, any insurance policy must contain an endorsement with the following language:

   “The Company and the Insured expressly agree and state that the purchase of this policy of insurance by the Insured does not provide coverage for torts specified in Iowa Code 670.4, and that the Insured does not waive any of the defenses of governmental immunity available to the Insured under Iowa Code 670.4 as it now exists and as it may be amended from time to time. The Company and the Insured further expressly agree and state that the Insured may, at any time, assert any of the governmental immunity defenses available to it without affecting the coverage afforded under this policy.”
## Crop Share Harvest of Standing Prairie, Orchard, & Bromegrass Hay
### At Chichaqua Bottoms Greenbelt

Polk County Conservation Board (File in Duplicate)

### Description

<table>
<thead>
<tr>
<th>Description</th>
<th>Bid Amount</th>
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<tbody>
<tr>
<td>1) Jester Park Equestrian Center- Mowing, Raking, baling &amp; delivery:</td>
<td>____% of crop share to PCC</td>
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By execution and completion of this proposal, Contractor certifies that he/she possesses the professional knowledge, skills and equipment to perform the work and will do so in a competent manner. This signed proposal and accompanying ITB constitutes a formal contract to perform said services listed in the Invitation to Bid.

For: ___________________________          Date: __________________

Company Name                                     

By: ___________________________          Printed Name: __________________

Name, Title                                      

For the Polk County Conservation Board:

By: ___________________________          Date: __________________

Richard Leopold, Director
POLK COUNTY CONSERVATION BOARD

The undersigned, an authorized representative of ________________________ (bidder), does hereby state that the Bidder acknowledges, understands and certifies compliance with the following requirements.

A. NONCOLLUSION

This proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder and that all statements in said proposal or bid are true.

B. EQUAL EMPLOYMENT AND NONDISCRIMINATION

Bidder and his subcontractors shall comply with the relevant provisions of federal, state, and local laws and regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, national origin or disability.

The above statement regarding NONCOLLUSION, EQUAL EMPLOYMENT AND NONDISCRIMINATION are condensed versions of the requirements of this bid or proposal. The complete texts of these requirements are on file and may be examined at the Polk County Administrative Office Building, 111 Court Avenue, Room 365, and Des Moines, Iowa.

I further acknowledge receipt of Addenda # __________ through #__________

Name (Please Print) ________________________________________________

Authorized Signature _______________________________________________

Title ____________________________________ Phone ____________